

Fort Madison CSD

Teamsters #238 (Bus Drivers) 7/1/2006 6/30/2009

FORT MADISON CSD / TEAMSTERS #238
(BUS DRIVERS)

06-09

LABOR AGREEMENT

between

FORT MADISON COMMUNITY SCHOOL DISTRICT

and

**CHAUFFEURS, TEAMSTERS AND
HELPERS LOCAL UNION #238**

UNIT #1 BUS DRIVERS

JULY 1, 2006 THROUGH JUNE 30, 2009

RECEIVED
2006 MAY 24 AM 8:31
PUBLIC EMPLOYMENT
RELATIONS BOARD

TABLE OF CONTENTS

	Agreement.....	1
Article I	Recognition.....	2
Article II	Union Representation	2
Article III	Individual Contracts.....	2
Article IV	Management Rights	3
Article V	Physical Examination	4
Article VI	Leave of Absence.....	4
Article VII	Check-off	4-5
Article VIII	Grievance Procedure.....	5-6
Article IX	Seniority.....	6-7
Article X	Staff Reduction	7-8
Article XI	Insurance.....	8
Article XII	Personal Days	9
Article XIII	Work Hours.....	9
Article XIV	Sick Leave.....	9
Article XV	Emergency & Bereavement Leaves.....	10
Article XVI	Other Leaves	11
Article XVII	Wages.....	12-13
Article XVIII	Other Provisions	14
Article XIX	Separability & Duration.....	14

This agreement made this 11th day of May, 2006, between Chauffeurs, Teamsters and Helpers Local Union No. 238, Unit #1 Bus Drivers affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" and the Fort Madison Community School District of Fort Madison, Iowa, hereinafter referred to as the "Employer" is the labor agreement between these parties.

By the District

San Davis
President of Board

Ray L. Ray
Chief Negotiator

S. K. Elmore
Business Manager/Board Secretary

By the Union

Kimberly Wilcox
Business Representative

Dean G. Blankenship
Unit #1 Representative

Darryl Penham
Secretary Treasurer

ARTICLE I
Recognition

- 1.1 The district recognizes that the Chauffeurs, Teamsters and Helpers Local Union No. 238, certified as the bargaining representative of all bus driver employees in the bargaining unit. Excluded from this unit shall be all office clerical employees, academic employees, food service employees, custodial & skilled trades, Director of Transportation, and all other employees excluded by Section 4 of the Act.

ARTICLE II
Union Representation

- 2.1 Union Access.
The Business Representative of the Union shall have access to the premises of the employer for the purpose of official union business as is necessary upon notification to the Board Secretary. The Business Representative will not conduct such business during work hours unless authorized by the Board Secretary.
- 2.2 Union Steward.
The union, at its discretion, may designate and appoint a union steward. However, said union steward shall not conduct any union business during his/her regular work hours and shall not interfere with or interrupt whatsoever the duties of any other employee, unless authorized by the employer.
- 2.3 Bulletin Board.
The district agrees to provide a bulletin board in the maintenance area for the purpose of posting information relating to the affairs of the union.

ARTICLE III
Individual Contracts

- 3.1 Any individual agreement or contract between the district and the employees of this unit, heretofore and hereafter executed, shall be subject to the provisions of this agreement. If any individual Agreement or contract contains any provision inconsistent with this agreement, this Agreement, during its duration, shall be controlling.

ARTICLE IV
Management Rights

4.1 Management Rights.

Unless expressly modified herein, the Fort Madison Community School District shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and the right to:

- A. Direct the work of its employees.
- B. Hire, promote, demote, transfer, assign and retain employees in positions within the district.
- C. Suspend or discharge employees for proper cause.
- D. Maintain the efficiency of district operations.
- E. Relieve employees from duties because of lack of work or for other legitimate reasons.
- F. Determine and implement methods, means, assignments, and personnel by which the district's operations are to be conducted.
- G. Take such action as may be necessary to carry out the mission of the district.
- H. Exercise all powers and duties granted to the district by law.

4.2 Precedent.

Any single act or decision by the administration or Board of Education shall not serve as a precedent for future acts or decisions.

ARTICLE V
Physical Examination

- 5.1 Each employee at the beginning of service, and at two year intervals, shall have a Department of Transportation physical examination. The physician may require some employees to have a yearly physical. Employees shall have a check for tuberculosis as required by the Department of Education. The district will pay the total cost of chest x-ray, when required. Cost of the examination is to be submitted to the employee's health insurance provider for payment. Amounts not paid by health insurance that are required by the district will be paid by the district up to **sixty (60.00)** dollars. The bill and health insurance provider's Explanation of Benefits sheet must be submitted to the Business Office. The superintendent of schools or the Board of Education may require additional physical examinations by another licensed physician at the expense of the school district.

ARTICLE VI
Leave of Absence

- 6.1 Should a full-time employee with one or more years of continuous district service be elected to a full-time local union 238, state or national union office, he or she shall be granted, upon request, an unpaid leave of absence for not more than one year. The employee may do so without loss of seniority provided employee informs the district, in advance of the election, that he/she intends to seek election to said office and that notification of a successful election shall be within five (5) days of the date of the election.
- 6.2 Any employee desiring a personal leave of absence shall make written application to the district at least thirty (30) days prior to the intended beginning date of the leave. A personal leave may, at the discretion of the district, be granted for up to one (1) year without pay and without loss of seniority.

ARTICLE VII
Check-Off

- 7.1 Any employee may deliver to the Board an assignment in writing duly executed by such employee authorizing payroll deductions of union dues. As used herein "dues" shall not be construed to include any initiation fees, special assessments, non-current dues, political contributions, or the like.

- 7.2 Deductions shall commence within thirty (30) days of the employee authorization being received by the Board or September of each year whichever is the later and be withheld through May. The district agrees to remit all such deductions to the union monthly.
- 7.3 The employee may terminate the payroll deductions for the check-off of union dues at any time by giving the employer thirty (30) days written notice.
- 7.4 The Union agrees to indemnify and hold harmless the Employer against any and all claims, losses, expenses and costs arising out of the directly or indirectly, the application of provisions in the agreement between the parties for dues deductions.

ARTICLE VIII Grievance Procedure

- 8.1 A grievance shall mean a complaint that there has been an alleged violation of any of the specific provisions of this Agreement.
- 8.2 Procedure:
- Step 1. (Informal) An employee with a grievance shall first discuss it with his/her immediate supervisor within five (5) working days from the date of the occurrence of the event giving rise to the grievance. The supervisor shall respond within two (2) working days.
- Step 2. (Formal) If the grievance cannot be resolved informally, the grievant shall file the grievance in writing with his/her immediate supervisor within two (2) working days of the decision in Step 1, and shall note the specific clause or clauses of the Agreement alleged to have been violated and the remedy requested. The immediate supervisor shall file a written response within five (5) working days. A copy will be sent to the Business Representative.
- Step 3. In the event a grievance has not been satisfactorily resolved at the second step, the grievant may file, within two (2) working days of the immediate supervisor's written decision, a copy of the grievance with the secretary of the Board of Education. Within ten (10) working days after such written grievance is filed, the grievant, the business representative and/or the Union Steward, the immediate supervisor, and the board secretary or his/her designee shall meet to resolve the

grievance. The board secretary or his/her designee shall file an answer, in writing, within ten (10) working days of such grievance meeting. A copy will be sent to the Business Representative.

Step 4. If the grievance is not resolved satisfactorily at the third step, there shall be available a fourth step of impartial binding arbitration. The union may submit, in writing, a request to the superintendent of schools within ten (10) working days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator selected from a list of seven (7) arbitrators provided by the Iowa Public Employment Relations Board. Within five (5) days after receipt of the list of the seven (7) arbitrators' names, the union and the employer shall meet and alternately strike a name from the list until one (1) name is left. That person shall be the arbitrator.

- 8.3 Expenses for the arbitrator's services shall be borne equally by the school district and the union and shall include the arbitrator's fee and expenses. Any other expenses shall be paid by the party incurring them.
- 8.4 The arbitrator shall have no authority to change or amend the agreement. The decision of the arbitrator, which shall be rendered within thirty (30) days of the hearing, shall be final and binding upon the parties.
- 8.5 The time limits in any step of the grievance procedure herein may be extended by mutual agreement between the parties.
- 8.6 The Failure of any employee or Union to act on any grievance within time limits will amount to a waiver of the alleged grievance and act as a bar to further appeal of the grievance. The employer's failure to give a decision within the prescribed time limits shall permit the grievance to proceed to the next step.

ARTICLE IX

Seniority

- 9.1 Definition.
"Seniority", as used in this agreement, shall mean an employee's length of service with the Fort Madison Community School District from the employee's latest date of employment. Seniority shall be used in determining layoff and recall, bidding

in-district and out-of-district trips, filling vacancies, new jobs, and bumping as specified by the provisions of this Agreement for each.

9.2 List.

The district agrees to provide the union with a list showing the seniority of each employee. A copy will be posted on the bulletin board.

9.6 Substitutes.

A substitute bus driver, after working ninety (90) days, shall establish seniority for the purpose of bidding vacancies and new jobs only.

9.7 Trip Roster.

Each year, those regular drivers wishing to drive in-district and out-of-district trips shall sign a roster to indicate the type of trips desired. These rosters will be arranged in seniority order. In-district trips will be assigned based upon rotating those drivers on the in-district trip roster. Out-of-district trips will be assigned based upon rotating those drivers on the out-of-district trip roster, however, if a driver turns down a trip five (5) times consecutively that driver is placed on an inactive status and will not be called on subsequent rotations. Drivers with kindergarten routes will be exempt from in-district trips when conflicts arise. Those requests for trips on file three (3) days prior to departure will be assigned based upon departure time. Late requests will be assigned to the next person in rotation on the roster.

ARTICLE X
Staff Reduction

10.1 Notification.

The employer for any reason may determine that it is necessary to reduce the number of employees. If employees must be laid off, the employer shall notify the employee(s) to be reduced fourteen (14) calendar days in advance and determine which employees are to be retained according to the procedure outlined in section 10.2.

10.2 Procedure.

Whenever a reduction in force occurs, probationary employees shall be reduced first and without recall rights. When further reductions are necessary, seniority shall be determinative.

- 10.3 Recall.
If openings occur within one year of the lay-off employees determined to be qualified, by the district, will be re-employed in the inverse order of lay-off. If an employee fails to return to work within seven (7) calendar days after being recalled, this failure to return to work shall be considered as a resignation and the next eligible employee shall be recalled.

ARTICLE XI Insurance

- 11.1 Eligibility.
An employee must be under contract and working at least thirty (30) hours per week to be eligible for any insurance coverage.
- 11.2 Medical Insurance.
The district shall provide a medical insurance program for eligible employees and pay monthly premiums in an amount not to exceed single premiums plus sixty-five dollars (\$65.00) toward family premiums.
- 11.3 Life Insurance.
Each eligible employee shall be covered by a district endorsed insurance policy paid for by the district that provides a death benefit in an amount equal to \$20,000.
- 11.4 Disability Insurance.
Each eligible employee shall be covered by a long term disability program paid by the district.
- 11.5 Dental.
The district shall provide a dental insurance program for eligible employees and pay the cost of a single premium policy with a \$1,000 maximum benefit per calendar year and a separate \$1,000 orthodontic services (50%) benefit.
- 11.6 Leaves.
Employees on unpaid leaves that are otherwise eligible for insurance programs may continue said insurance coverage by paying required premiums to the insurance carrier.

ARTICLE XII

Personal Days

- 12.1 Each bus driver may be allowed one (1) personal day and one (1) discretionary leave day per school year with pay. Application for such leave shall be presented to the Secretary of the Board at least two (2) working days in advance of requested day of leave with approval or disapproval being at the discretion of the district. Need for personal leave must be explained. No explanation is required for discretionary leave.
- 12.2 Employees may carry forward two (2) unused personal days or two (2) unused discretionary days (or a combination not exceeding two (2) days) from one year to the next. At the end of each fiscal year, employees will be paid for any unused personal or discretionary days at a rate of \$45.00 per day. Employees must add their request for payment of unused days on to the last time sheet of the fiscal year.

ARTICLE XIII

Work Hours

- 13.1 Employee work hours shall be in accordance with bus routes determined by the district.
- 13.2 Work Week.
The work week is defined to be from midnight Sunday to midnight Sunday.
- 13.3 Work Day.
The work day is defined to be from midnight to midnight.
- 13.4 Work Year.
The employer agrees to pay public school drivers for 180 working days during the year and non-public drivers for days actually driven.

ARTICLE XIV

Sick Leave

- 14.1 Sick Leave.
All bus drivers who have completed the required probationary period shall be entitled to twenty (20) days paid sick leave during the first year, twenty-five (25) days paid sick leave during the second year, and thirty (30) days per year paid sick leave thereafter. The district may require such reasonable evidence as it may desire

confirming the necessity of sick leave, (including maternity).

14.2 Accumulative.

Unused sick leave shall be cumulative to one hundred twenty (120) days.

14.3 Any amounts payable to an employee under this article shall be reduced by worker's compensation benefits payable under sections 85.33, and 85.34, subsection 1 of the Iowa Code.

ARTICLE XV

Emergency & Bereavement Leaves

15.1 Emergency Leave.

The employee may be granted up to a total of five (5) days paid leave per labor agreement year, for serious illness in the immediate family. The immediate family should include employee's spouse, child, parent, brother, sister, foster parents, step parents, and step children. The employee may be granted up to a total of three (3) days paid leave per labor agreement year for the hospitalization of mother-in-law or father-in-law. The total of such leave shall not exceed five (5) days per year.

15.2 Bereavement Leave.

The employee will be granted up to five (5) days paid leave per agreement year per incident, for a death in the immediate family. The immediate family shall include employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, foster parents, step parents, step brother, and step sister. The employer may request copy of the obituary. Up to three (3) days paid bereavement leave per incident per agreement year will be granted for death of grandparent, brother-in-law, sister-in-law, step children, son-in-law, daughter-in-law, and grandchildren.

15.3 Funeral Leave.

The employee will be granted up to one (1) day paid leave per school year to attend the funeral of an individual other than as described in section 15.2.

15.4 Leaves in this article are not cumulative from year to year.

ARTICLE XVI

Other Leaves

16.1 Jury Duty.

Employees called for jury duty shall be granted leave with pay provided the employee shall make application to the appropriate court for jury duty fees, and upon receipt of said fees shall pay such fees to the school district. Mileage fees are excluded from this requirement.

16.2 Leave for Court Appearances.

For appearances in court, an employee will be granted leave and paid the member's usual compensation provided that the employee appears in response to a subpoena and further provided that there must be prior written approval for such appearance obtained from the superintendent of schools, except that no payment will be made to the employee for leave when:

- a. The employee is involved in legal action against the district.
- b. The legal action is against the district, whether by the employee or some other employee of the school district.
- c. The legal action is one in which the employee, husband, wife, child, or parent of such employee is a party.

Should the district take action to require an employee to appear in court, the employee required to appear shall not suffer any loss in pay. Any employee who is paid compensation from the school district for leave as provided herein, shall make application to the appropriate court for witness fees, and upon receipt of said fees shall pay such fees to the school district. This reimbursement applies only to witness fees and not to mileage.

16.3 Employees eligible for insurance programs may continue said insurance programs by paying required premiums to the insurance carrier.

ARTICLE XVII

Wages

- 17.1 Paydays.
The employees shall be paid every other Friday beginning the first regular payday in September and continuing, including equal installments of the contract salary, through the last regular payday in August. If the Transportation Director or the Payroll Department causes an error to be made on an employee's paycheck, that error will be corrected within one week.
- 17.2 Base Pay.
Each regular route, including kindergarten routes, shall provide a base salary of **\$423.00 per month for 2006-07, \$439.00 per month for 2007-08, and \$457.00 per month for 2008-09.**
- 17.3 Mileage.
Each regular route, including kindergarten, shall provide a mileage payment of eighty (80) cents per mile per month beginning for 2005-2006. Mileage payment will be recalculated when mileage increases or decreases more than ten (10) miles.
- 17.4 Longevity.
Each regular route, including kindergarten routes, shall provide a longevity payment of \$3.00 per month per year up to and including the thirtieth (30) year. An employee must have worked one hundred five (105) days to qualify for a longevity step increase.
- 17.5 Late Activity Runs.
Each late activity run shall provide a monthly payment of seven dollars and fifty cents (\$7.50) per month in addition to other stated salary considerations.
- 17.6 Extra Long Routes.
Any assigned regular routes in excess of two (2) hours shall provide an additional base salary of fifty-five dollars (\$55.00) per month.
- 17.7 Field and Activity Trips, In-District/Out-District.
- a. Field/Activity Trips.
Each field trip or activity trip shall provide an hourly salary of **\$7.25** per hour. Minimum pay for any trip will be **\$7.25**. In addition should a driver be unable to drive his/her regular route due to field/activity trip, he/she shall be paid for one regular route. The

driver will be reimbursed for cost of meals to a maximum of \$5.00 for breakfast trips beginning prior to 7:00 a.m. and \$5.00 for noon per meal when a trip covers the hours of 11:00 a.m. – 1:00 p.m. and \$7.00 for super when the trip covers the hours of 5:00 p.m.-7:00 p.m. The meal allowance applies only for trips that are at least four (4) hours in duration.

b. **Overnight Field/Activity Trips.**

Drivers will be paid **\$7.25** per hour up to a \$112.80 maximum for overnight trips. In addition the driver will be reimbursed for cost of lodging and up to \$15.00 per day for meals. In addition, should a driver be unable to drive his/her regular route due to field/activity trip, he/she shall be paid for one regular route.

17.8 Pre-Run Trips.

Once yearly, the drivers shall mail the pre-run sheets. Drivers so required shall be paid ten dollars (\$10.00).

17.9 If, at the discretion of the Director of Transportation, a bus is stationed at the home of a driver, the district shall reimburse said driver twenty dollars (\$20.00) per year for expenses incurred for electricity.

17.10 If the district or state requires attendance at any meeting or class, including attendance at STOP classes, employees will be paid on an activity trip basis for such meeting or classes.

17.11 Substitute pay.

Substitute pay shall be fourteen dollars (\$14.00) per trip.

17.12 The district shall reimburse the required cost of tuition and fees for CDL classes approved by the Director of Transportation of the district upon the driver's successful completion of the course and his/her employment probationary period.

ARTICLE XVIII

Other Provisions

- 18.1 Suspension & Discharge.
The employer agrees not to suspend or discharge an employee without just cause.
- 18.2 All regular scheduled school bus routes and any extra curricular activity trips which require the use of a bus shall be driven by certified bus drivers. The requirement of bus use and certified bus driver is satisfied by any one extra-curricular activity trip involving fourteen (14) students or more.
- 18.3 The supervisor will not drive a bus replacing a regular contracted bus driver or substitute without a reasonable attempt to procure a substitute.
- 18.4 Trip Definition.
The destination of a trip shall determine the type of trip. If the destination is within the district boundaries, the trip is an in-district trip. If the destination is outside the district boundaries, the trip is an out-of-district trip.
- 18.5 Drivers are responsible for the cleaning inside of buses for regular route and field/ activity trip buses.
- 18.6 Drivers are not to use cell phones while operating/driving buses.

ARTICLE XIX

Separability & Duration

- 19.1 Separability.
If any provision of this Agreement shall be declared illegal by a court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect.
- 19.2 **Duration.**
This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2009.